

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Keene, Shirley & Associates, Inc. 919 Prince Street, Alexandria, VA 22314		2. Registration No. 3997
3. Name of foreign principal Australian Barley Board	4. Principal address of foreign principal Box 1169, G.P.O., Adelaide, S.Australia 5001	

5. Indicate whether your foreign principal is one of the following type:

☐ Foreign government

☐ Foreign political party

☒ Foreign or ☐ domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☐ Corporation

☐ Voluntary group

☒ Association

☐ Other (specify) _____

☐ Individual—State his nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.

b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom the registrant deals.

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

The Australian Barley Board internationally markets grain.

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b) Is this foreign principal

- Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒
- Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒
- Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒
- Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒
- Subsidized in whole by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒
- Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

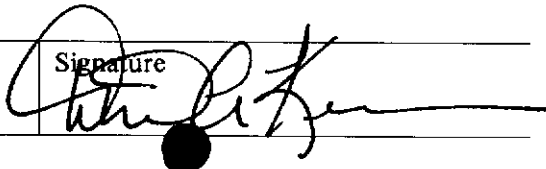
The Australian Barley Board is a marketing co-op of South Australian barley growers. It is managed by a board of directors, owned and financed by the grain producers.

Date of Exhibit A

January 20, 1988

Name and Title
David A. Keene
President

Signature



INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
Keene, Shirley & Associates, Inc.	Australian Barley Board

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.
4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

U.S. legislation concerning trade and agricultural matters, and other U.S. laws which would impact Australian grain growers will be monitored. This will be done through contact with Congressional staff, Senatorial staff and through the media. Any pertinent information will be forwarded to the Australian Barley Board. We will attempt to arrange meetings with parties of interest to the ABB (U.S. Government officials, media representatives, etc.) during visits to the U.S.


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5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal. Registrant will monitor U.S. legislation concerning trade and agricultural matters, and other U.S. laws which would impact Australian grain growers. We will attempt to arrange meetings with parties of interest to the ABB (U.S. Government officials, media representatives, etc.) during visits to the u.s.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

We will attempt to set meetings for members of the ABB with parties of interest to them (U.S. government officials, media representatives, etc.). Interest lies with trade and agricultural legislation and how it impacts Australian farmers. U.S. grain subsidies are also of interest to the ABB.

Date of Exhibit B January 20, 1988	Name and Title David A. Keene President	Signature 
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¹ Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



AUSTRALIAN BARLEY BOARD

GRAIN HOUSE, 123-130 SOUTH TERRACE, ADELAIDE, SOUTH AUSTRALIA
Telephone (08) 211 7199 Telegraphic Address: "Ausbar", Adelaide Telex 88186
Please address all mail to: Box 1169, G.P.O., Adelaide, S.A. 5001

22nd September, 1987.

Mr. David A. Keene,
President,
Keene Shirley & Associates Inc.,
919 Prince Street,
ALEXANDRIA V.A. 22314
U. S. A.

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Dear David,

I am pleased to inform you that at a meeting of our Board yesterday (21st September 1987), it was decided to enter into a consultancy agreement with Keene, Shirley & Assoc. Inc. for a period of nine months commencing 1st October 1987 until 30th June 1988.

The intention of the arrangement is as outlined in the draft agreement and your letter of 10th August 1987.

It was on the further understanding that as discussed with Craig Shirley during his recent visit to Adelaide, the fee payable by the Board of U.S.\$6,000 per month would also cover expenses.

The Board also decided to continue its involvement with Michels Warren in Adelaide, and I have arranged a meeting with David Williams at 11 A.M. on Thursday, 24th September to discuss the "mechanics" of the operations. Any input you may wish to give to those discussions would be appreciated.

At the time of writing this letter I received a telephone call from Karen Williams enquiring as to the success or otherwise of my telephone call with Don Novotny on Friday evening. She will be able to tell you that it was a very worthwhile conversation.

As she spoke to me at that time I verbally advised her of the Board's decision, which I hope has not caused any embarrassment or broken any protocol.

With regard to our future involvement, I also mentioned that even though we shall be working with Michels Warren, it is essential that we maintain direct contact between your organisation and our Board's management.

(Contd. /2....)

22.9.87

In view of the alterations to your original draft agreement you will no doubt now forward a new agreement for signature.

It is obvious that the Board was pleased with the results of our first venture and is seeking similar success in the future program.

I look forward to a continuance of the good relationship which has already been established between your organisation and the Board and working with you and your associates in the future.

With kind regards.

Yours sincerely,

A handwritten signature in dark ink, appearing to read 'E.J. Tansell', written in a cursive style.

(E.J. Tansell),
GENERAL MANAGER.

AGREEMENT

This AGREEMENT is made effective this first day of October, 1987, between Keene, Shirley & Associates, Inc., with offices in Alexandria, Virginia (herein referred to as "Consultant") and The Australian Barley Board (herein referred to as "Client").

WITNESSETH:

WHEREAS, in view of, among other things, the unique abilities and qualifications of Consultant, Client desires to formalize an association with Consultant for the purpose specified hereinafter, and

WHEREAS, the Client has been reviewing several options for implementation of a program designed to assist its efforts to protect and expand its members' export markets and aid in their strategic planning to strengthen those markets, and

WHEREAS, in view of the important relationship between the United States and Australia, and the mutual commitment both governments have made to maintaining their long-standing friendship, the Client has decided to retain professional assistance (Consultant) to maximize support for its views as well as strategic objectives with members of the Executive and Legislative branches of the U.S. Government, and

WHEREAS, in addition to such public affairs and governmental relations, the Consultant will advocate the Client's interests with relevant public and private institutions and officials within the U.S.

NOW, THEREFORE, for the consideration set forth and subject to the terms, conditions and mutual covenants hereinafter specified, Consultants and Client hereby agree as follows:

1. SCOPE OF WORK - In accordance with the terms of this agreement, Consultant agrees to use his best efforts to assist Client specifically --
 - (a) To act as Government and Media Relations consultant to develop and implement a comprehensive program to improve and expand the general economic and political relations between the Client and the U.S. Government at all levels.
 - (b) To set up meetings with U.S. Government officials, media representatives and others as Consultant to Client.
 - (c) To provide an ongoing analysis of U.S. Government trade and agricultural policies as they relate to the commercial interests of the Client.
 - (d) Such other assignments as may be mutually agreed which are necessary to the success of the contract objectives.
2. TERM OF CONTRACT - The initial term of this Agreement shall extend for a period of nine (9) months, beginning as of the day and year first above written and for such

additional period or periods, as to which the parties hereto may mutually agree in writing.

3. COMPENSATION

(a) RETAINER - As compensation for the performance by Consultant of the consulting services specified hereunder, Client agrees to pay Consultant a total retainer of 54,000 U.S. Dollars payable in three equal installments of 18,000 U.S. Dollars. The first payment is due upon execution of this Agreement; the second three (3) months from the date, and the third six (6) months from the date.

4. EXPENSES - Consultant shall bear the cost of all ordinary and necessary business expenses relative to its performance of this agreement. Such expenses shall include, but not be limited to, transportation, meals, lodging, telephone calls, facsimile, postage, and routine entertainment. Client shall reimburse Consultant for any special expenses necessary for the successful attainment of the goals of this contract provided that both Client and Consultant agree as to the necessity of incurring the expense and the Client gives permission for the expense prior to the expense being incurred.

5. Client and Consultant hereby agree that, except as otherwise provided herein, Consultant will act as an Independent Contractor and further that Consultant shall perform his obligations as may be reasonably necessary to assure accomplishment of the goals

contemplated.

6. Client and Consultant agree that the services of David A. Keene, as well as those of Craigan P. Shirley, will be available under this contract as senior Consultants and program managers for the life of this Agreement, including extensions hereto.
7. Both parties agree to and represent and warrant that they will hold all information relative to the work required herein in confidence and trust, except to the extent that the laws of Australia and the United States require it be divulged.
8. All data, specifications and any and all other memoranda which may be furnished by Client to Consultant, or which may be produced, prepared or designed in connection with any work performed in connection with the Agreement, shall remain, be and become the exclusive property of Client. Upon the termination or completion of the service hereunder any and all matters in this paragraph referred to, together with all copies and reprints in the possession, custody or control of Consultant, shall, upon request by Client, be promptly transferred and delivered to Client, and Consultant shall thereafter make no further use or utilization, either directly or indirectly, of any such data, specifications and other memoranda, or any information derived therefrom without the prior written consent of Client.
9. Both parties agree to take all reasonable precautions

to assure that the work carried on hereunder shall comply with all applicable laws, rules and regulations of the U.S. and Australian governments insofar as said laws, rules and regulations pertain to this Agreement.

10. Nothing contained in the Agreement shall give Consultant any right or authority to create any obligation or responsibility either expressed or implied on behalf of or in the name of Client in any manner or thing whatsoever.
11. Consultant hereby releases Client from any and all liability whatsoever arising out of sickness or injury to Consultant, or from any loss or damage to its property occurring in the course of performing any task under this Agreement.
12. This Agreement shall be governed by, subject to and construed according to the laws of the Commonwealth of Virginia in the United States of America.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

DATE _____

DATE _____